

- ☐ Construction and repair of ponds, springs, etc. (\*)
- ☐ Composting or burning (as permitted by law)
- ☐ Outdoor recreation (non-commercial)
- ☐ Construction, repair and maintenance of structures and facilities
- ☐ Leasing of farm for permitted uses
- ☐ Farm Office
- ☐ Other activities (to be negotiated)

**5. Notification and Approval-** Certain activity will require the landowner (grantor) to notify the Rural Land Board staff 30 days ahead of time. The Rural Land Board has to respond within 30 days of getting the request. Make sure you understand which activities require notification and Rural Land Board approval.

**6. Grantee's Remedies-** If the terms of the Conservation Easement are violated, the Rural Land Board will notify the landowner and seek corrective action within 30 days. Options are given on ways to resolve violations.

**7. Access- THE CONSERVATION EASEMENT WILL NOT GRANT PUBLIC ACCESS.** However, landowners can agree to allow public access if they choose.

**8. Costs, Liabilities, Taxes and Environmental Compliance-** The landowner (grantor) will still be

responsible for all costs and liabilities of the property.

**9. Extinguishment of Easement-** This section lists the ways and conditions under which the Conservation Easement can be removed or released. At a minimum, it will be 25 years before the Conservation Easement can be extinguished when using local or state funds and 30 years if federal money is involved. It's very important to fully understand this section. The Purchase of Development Rights Ordinance lists the details of the procedure.

**10. Mortgages-** All liens and mortgages must be acknowledged and the holders must agree to subordinate their interests to the Conservation Easement.

**11-16. Additional Legal Requirements-**

Legal issues such as: Assignment and Backup Grantee, Subsequent Transfers, Estoppel Certificates, Notices, Recordation and General Provisions should be understood before signing the agreement.

**Other Notes:**

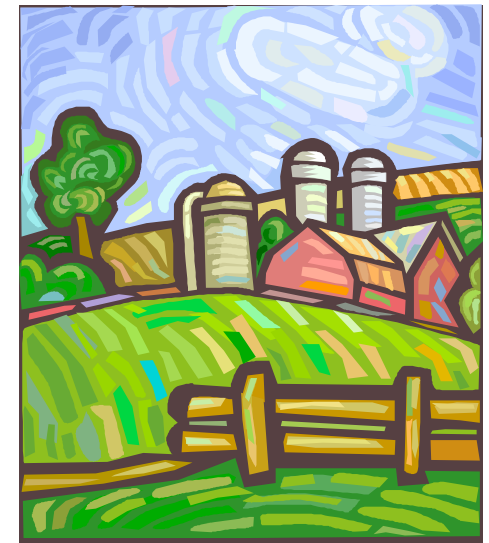
- ☐ Be sure you understand how the Conservation Easement will affect your future land and estate planning.
- ☐ More information and a copy of the complete Conservation Easement "Template" is available at [www.lexingtonky.gov](http://www.lexingtonky.gov)

**For more information call or email:**  
**Billy F. Van Pelt, RLA, ASLA**  
**Program Manager**  
 (859) 425-2227 or [bvanpelt@lexingtonky.gov](mailto:bvanpelt@lexingtonky.gov)  
 Facsimile (859) 258-3403

## Lexington-Fayette County

### *Horse Capital of the World*

#### Fayette County Rural Land Management Board, Inc.



#### Purchase of Development Rights Program

### Conservation Easement Agreement Summary

2009

**Q: What is the Deed of Conservation Easement?**

**A:** It is a legal agreement between the landowner (Grantor) and the Rural Land Board (Grantee) in which the landowner will remove (by sale or donation) the development rights from -his or her property. Sellers of development rights will be compensated the difference in the agricultural value of the land if it were developed in a non-agricultural use. Donation of development rights will offer tax savings.

**Q: Do I have to hire an attorney?**

**A:** Your decision to participate in the program will affect the property for generations to come and your estate. Careful planning should involve family members, financial planners and an attorney. Although hiring an attorney is not mandatory, **the Rural Land Board strongly recommends that you retain counsel.**



*The following summary does not contain every item found in the Conservation Easement and is intended to help interested landowners get a general idea of what the agreement may involve. Make sure you read and understand the full document before signing.*

## Deed of Conservation Easement Summary

**Opening Statement**- Includes many “Whereas” which refer to various state and local laws and policies that promote rural land protection.

1. **Purpose**- Describes what the Conservation Easement does (preserve agriculture, scenic, historic, cultural and natural resources, and prevents development).
2. **Rights of Grantee- (i.e. the Rural Land Board)**- This section describes what responsibilities the Rural Land Board will have in monitoring the commitments made in the Conservation Easement. This includes the right to inspect the property (with advance notice and the property owner’s permission). The Rural Land Board will have the authority to seek enforcement of the Conservation Easement agreement if needed.
3. **Prohibited Uses**- This is a very important part of the agreement. Certain activities are considered to go against the purpose and “spirit” of the PDR

program; however, “Normal” agricultural uses and activities will continue to be allowed. Some examples of **prohibited uses** are:

- ☐ Mining and Quarrying
- ☐ Non Agricultural Commercial or Industrial uses
- ☐ Removal of “protected trees”
- ☐ Underground storage of hazardous materials
- ☐ Improper use of chemicals
- ☐ Junkyards or illegal dumping
- ☐ Illegal Signage (Billboards for example)

4. **Reserved Rights**- This section lists uses and activities in which the present and future landowner will be permitted to engage in. **Certain uses or activities will require the prior approval of the Rural Land Board (\*)**.

- ☐ Agricultural production
- ☐ New construction of 1 principle single family residence(s) or tenant homes for employees (\*)
- ☐ Building additions to existing homes (\*)
- ☐ The use and enjoyment of the property
- ☐ Selective cutting of trees or vegetation
- ☐ Drilling for water for farm use